SOLICITATION/CONTRACT/ OFFEROR TO COMPLET					1. REQUI W45G18		NUMBER 96			PAGE	1 OF	10
2. CONTRACT NO. W911RQ-07-P-0090	3. AWARD/EFF 09-Feb-200		4. ORDER	R NUMBER	•		5. SOLICITATI	ION NUMBER		6. SOLICI	TATION ISSU	E DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		•			ľ	o. TELEPHON	E NUMBER (No	Collect Calls)	8. OFFER	DUE DATE/	LOCAL TIME
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000	CODE	V911RQ		HUBZ 8(A)	RICTED E: L BUSINE ONE SMA	% ESS	FOR	IIXI	UNLESS	NET 30		
TEL: FAX:				NAICS: 31499 SIZE STANDA				14. METHOD C	F SOLICITAT	TON [RFP	
15. DELIVER TO RED RIVER ARMY DEPOT M/F BLDG 499 100 MAIN DRIVE TEXARKANA TX 75507-5000	CODE W	911RQ	[F [16. ADMINISTE DEBBI JONES PHONE: 903-334- FAX: 903-334-262 DEBBI JONES@U TEXARKANA TX 7	2513 8/2541 IS.ARMY.N	1IL			CC	DDE W	911RQ	
17a.CONTRACTOR/OFFEROR	(CODE 9H953	3	18a. PAYMEN	Γ WILL BE	E MAC	E BY		CC	DDE H	Q0303	
SOUTHEASTERN EQUIPMENT CO INC ROGER WOLFGRAM 3000 MIKE PADGETT HIGHWAY AUGUSTA GA 30906-3742	FAG	CILITY		DFAS - ROCH ATTN: DFAS ROCK ISLAN	-RI-FPV	BLI	OG 68	LOCATION				
TEL. 800-733-7326	СО	DE										
17b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER	DIFFERENT	AND PUT		18b. SUBMIT BELOW IS CH		S TC	1	S SHOWN IN E DDENDUM	BLOCK 18a.	UNLESS	S BLOCK	
19. ITEM NO.	20. SCHEDU	LE OF SUPPL	IES/ SER	RVICES		21. (QUANTITY	22. UNIT	23. UNIT F	RICE	24. AMO	UNT
		SEE SCHE	DULE									
25. ACCOUNTING AND APPROPRIATE	ON DATA							26. TOTAL	AWARD AMO	OUNT (Fo	or Govt. Us	e Only)
See Schedule											\$5,120	.50
27a. SOLICITATION INCORPORAT									DDENDA	ARE ARE		ATTACHED ATTACHED
28. CONTRACTOR IS REQUIRED TO S TO ISSUING OFFICE. CONTRACT SET FORTH OR OTHERWISE IDEN SUBJECT TO THE TERMS AND CO	OR AGREES NTIFIED ABO	TO FURNISH A	AND DELI NY ADDIT	IVER ALL ITEM	ıs [X (B	FFER DATE LOCK 5), IN	CONTRACT: RE ED <u>30-Jan-2007</u> NCLUDING AN' HEREIN, IS AC	. YOUR (ADDITIONS	OFFER C	N SOLICIT	IICH ARE
30a. SIGNATURE OF OFFEROR/COM	TRACTOR			31a.UNITE	STATES	OF A	MERICA (SIGNATURE OF C	ONTRACTING (OFFICER)	31c. DATI	SIGNED
				1	Jame:	Pa	tton -	Tidwell	r.		09-Fe	eb-2007
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE	SIGNED		Tidwell	/ Cor	NG OFFICER	Officer	OR PRINT) ames.patton.	tidwell	@us.army.	nil

SOLICITATION/CONTRACT/ORDER FOR (CONTINUED)	L ITEMS		PAGE 2 OF 10							
19. ITEM NO. 20. SCHEDULE OF S	20. SCHEDULE OF SUPPLIES/ SERVICES				23. UNIT PRIC	E 24. AMOUNT				
		CES	21. QUANTITY	22. UNIT	23. UNIT PRIC	E 24. AMOUNT				
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONF	ORMS TO THE CO	NTRACT, EXCEPT A	AS NOTED:							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE		TED NAME AND T RESENTATIVE	MENT						
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
		32g. E-MAI	L OF AUTHORIZE	ED GOVERNMEN	T REPRESENTA	TIVE				
33. SHIP NUMBER 34. VOUCHER NUMBER PARTIAL FINAL	35. AMOUNT VERI CORRECT FC		PAYMENT COMPLETE	CHECK NUMBER						
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER	40. PAID BY	1			1					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	FOR PAYMENT 42 41c. DATE	2a. RECEIVED BY	(Print)							
	42	2b. RECEIVED AT	(Location)							
	42	2c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS							

Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 175 Each \$29.26 \$5,120.50

BATTING, SOUND CONTROLLING, FOR

5-TON EXPANDIBLE VAN, TRUCK, M934A2, DESIGNED TO ENTRAP/DISSIPATE SOUND ENERGY. TACOM PN 12277368-1

FOB: Origin

NSN: 5640013182816

PURCHASE REQUEST NUMBER: W45G1870251396

FIRM FIXED PRICE

NET AMT \$5,120.50

ACRN AA \$5,120.50

CIN: W45G18702513960001

60 EACH WILL BE SHIPPED IMMEDIATELY. BALANCE OF 115 WILL BE SHIPPED WITHIN 3 WEEKS AFTER RECEIPT OF ORDER (2 MAR 07).

FOB: ORIGIN

SHIP VIA MOST ECONOMICAL, TRACEABLE, MEANS, PREPAY, AND ADD THE CHARGES TO THE INVOICE AS A SEPARATE ITEM. IF PREPAID FREIGHT CHARGES AMOUNT TO \$100.00 OR MORE, A PREPAID FREIGHT TICKET SHOWING EVIDENCE OF PAYMENT SHALL BE ATTACHED TO THE INVOICE.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
0001 Destination Government Destination Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001 02-MAR-2007 175 RED RIVER ARMY DEPOT

W911RQ

M/F BLDG 499 100 MAIN DRIVE

TEXARKANA TX 75507-5000

FOB: Origin

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 26EB5PB3000W45G1870251396P01M3U041117

AMOUNT: \$5,120.50

CIN W45G18702513960001: \$5,120.50

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

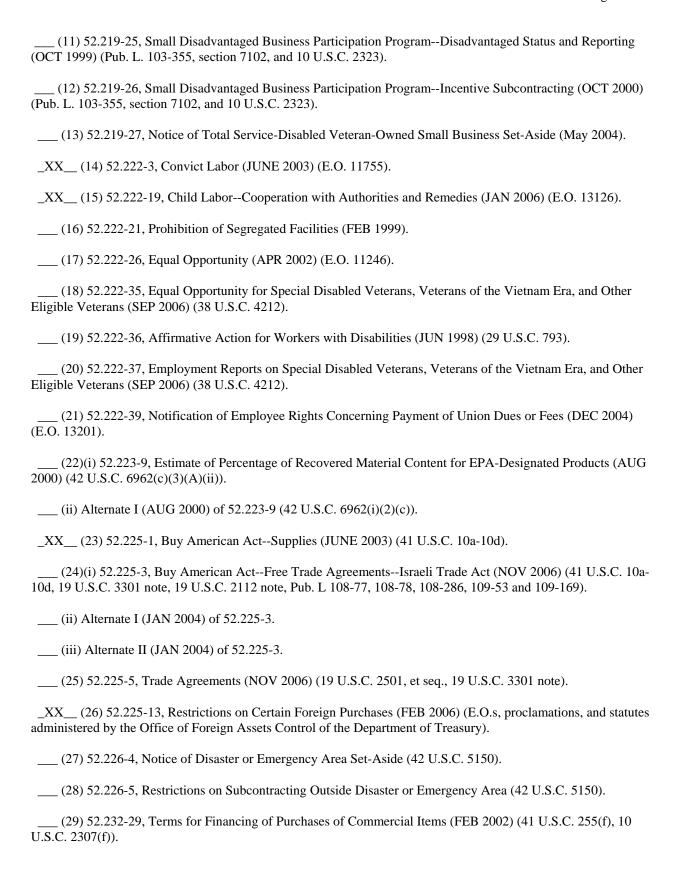
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

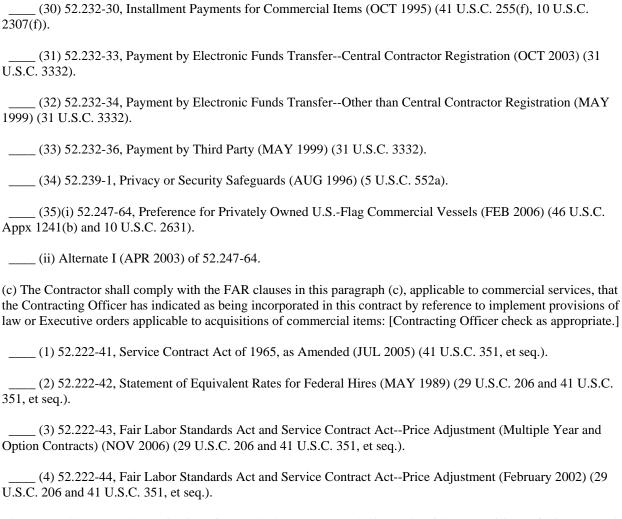
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

applicable to acquisitions of confinercial fichis. (Confracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(4) [Removed].
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).





- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

- 1. Name and address of contractor/vendor.
- 2. Invoice date.
- 3. Contract or purchase order number.
- 4. Line item number, with description, quantity, unit of measure,

unit price and extended price of supplies delivered or services performed.

5. Shipping and payment terms (for example, shipment number and

date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.

- 6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
- 7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
- 8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location ATTN: DFAS-RI-FPV Bldg 68 Rock Island, IL 61299-8300

FAX: 877-426-4270

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot Texarkana, Texas

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source

to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

- (a) Definitions. As used in this clause--
- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
- (i) Information regarding EDI formats is available on the Internet at http://www.X12.org.
- (ii) EDI implementation guides are available on the Internet at http://www.dod.mil/dfas/.
- (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)